



**ALPINE COUNTY LOCAL TRANSPORTATION COMMISSION**

**REQUEST FOR PROPOSALS**

**FOR**

**PREPARATION OF THE**

**ALPINE COUNTY SHORT RANGE TRANSIT PLAN – IMPROVING  
CONNECTIVITY**

**Reply to:**

**Brian Peters  
Executive Secretary  
Alpine County Local Transportation Commission  
50 Diamond Valley Road  
Markleeville, CA 96120  
530-694-2140 x425  
530-694-2149 (fax)  
[bpeters@alpinecountyca.gov](mailto:bpeters@alpinecountyca.gov)**

**March 19, 2015**

The Alpine County Local Transportation Commission is soliciting proposals from qualified consulting firms to prepare the “Alpine County Short Range Transit Plan – Improving Connectivity.”

### **PROJECT DESCRIPTION**

The Alpine County Local Transportation Commission (ACLTC) is the State recognized Regional Transportation Planning Agency serving Alpine County. The Board of Supervisors also serves as the Local Transportation Commission. The Executive Secretary to the Commission is also the Community Development Director. ACLTC provides funding to the public transportation system, *Alpine County Transit – Dial-A-Ride*, which is overseen by the Community Development Department.

Alpine County is California’s least populated county with a population of 1,079 and has 96% of the land in Federal, State or government ownership and only 4% under private ownership. Alpine County has an estimated 2 million people visit the County each year for tourism. The County seat is Markleeville and the ACLTC offices are near Woodford, California located approximately 15 miles west of Minden, Nevada, along State Route 89 from SR 88. El Dorado, Amador, Calaveras, Tuolumne, and Mono counties in California, and Douglas County, Nevada border Alpine County. In total, Alpine County contains 726.6 square miles ranging in elevation from 4,800 feet above sea level to 11,400 feet above sea level at the highest mountain peak. There are no incorporated cities in Alpine County.

In February 2014, the ACLTC submitted an application for a Federal Transit Administration Transit Planning for Rural Communities grant for the preparation of “Alpine County Short Range Transit Plan – Improving Connectivity” (SRTP). This grant in the amount of \$50,000 (\$44,265 Federal Transit Administration funding including \$5,735 of Local Transportation Funds matching funds) was awarded in July 2014. There is a maximum of \$48,000 available for the preparation of the SRTP.

In October 2014, Alpine County Transit began operating a new 8 passenger with 1 wheelchair tie-down bus. The previous transit vehicle, a minivan with handicapped ramp and one wheelchair tie-down, usually carried only one person per trip. The new vehicle can carry up to 9 passengers and the goal is to carry multiple people per one-way trip.

The contractor will work under the direction of the ACLTC Executive Secretary/Community Development Director and the Alpine County Transportation Program Manager. The ACLTC Executive Secretary will have final approval authority over all issues involved in the review process.

### **SCOPE OF SERVICES**

The scope of work will include the necessary tasks associated with preparing the SRTP. The methodology used by the consultant shall be coordinated and approved by authorized representatives of the ACLTC. The project involves the following recommended tasks:

- Update the Alpine County Short Range Transportation Development Plan – 2008-2013
- Also includes updating the transit plan amendment, Short Range Transportation Development Plan – 2010-2014
- Review existing transit operation efficiency and effectiveness
- Providing new information on connecting with adjacent transit operations

- Meeting with the Washoe Tribe of Nevada and California Woodfords Community Council to consider their transit needs, particularly ride to work needs
- Meeting with the Social Services Transportation Advisory Council to consider unmet transit needs that may exist
- Meeting with the Bear Valley community to consider their transit needs

### **Task 1.0 Project Initiation**

#### **Task 1.1 Project “Kick-off” Meeting with stakeholders:**

- Stakeholders will include
  - Community Development Director and staff
  - Caltrans staff, particularly the District 10 Transportation Planner liaison
  - Washoe Tribe and interested SSTAC members
  - Transportation Commissioners and others may participate in stakeholder meetings
- Stakeholders to approve on
  - Process
  - Deliverables
  - SSTAC participation
  - Hung-A-Lel-Ti Community Council participation
  - Local Transportation Commission
- Meeting contents and minutes will be consultant responsibility
- Provide electronic versions of Technical Memorandums and Draft documents for posting on the County’s website
- County to provide existing documents to consultant

### **Task 2.0 Public Outreach**

#### **Task 2.1: Collect, review and incorporate data from planning documents and public input:**

- Obtain bus schedules and other information from adjacent transit operators within the region
- Obtain unmet transit needs that may exist by meeting with:
  - Washoe Tribe Planning Director
  - Hung-A-Lel-Ti Tribal Council Chair and members
  - Health and Human Services staff
  - Social Services Transportation Advisory Council
  - Dial-A-Ride driver and staff
  - Bear Valley Business Association
- Stakeholder meetings or public outreach meetings as needed

#### **Task 2.2: Compile existing demographic and economic conditions information:**

- Existing demographics, land use, proposed developments and regional characteristics
- Existing transit services
- Alpine County transit needs
- ADA needs identified
- Limited English Proficiency (LEP) needs identified
- Air Quality

#### **Task 2.3: Alternative Analysis:**

- Consider changes to existing dial-a-ride system for:

- Improved connections with adjacent transit providers
- More cost effective transit operations
- Meeting additional unmet needs that are reasonable to meet

Task 2.4: Transit Plan:

- Service Plan
- Financial Plan
- Capital Plan
- Other key plan elements

**Task 3.0 Draft Plan and Comments**

Task 3.1: Complete draft plan and advertise for public comment:

- Have draft plan on County's website for review and comment
- Receive and respond to public comments received
- Present draft plan to Local Transportation Commission for public comment

**Task 4.0 Final Plan**

Task 4.1: Incorporate public comments and complete Final Plan:

- Final Plan reviewed by staff and SSTAC
- Local Transportation Commission reviews and accepts final plan
- Distribute final plan to Caltrans, SSTAC, and Washoe Tribe

Additional work may be authorized and paid for should changes or additional assistance be requested by the County. This work will be compensated on a time-and-expense basis at the Consultant's current rates.

**Description of work to be done by Alpine County**

The Alpine County Transportation Commission staff will provide general project oversight and liaison between the Consultant, Caltrans and other Local, State and Federal agencies responsible for oversight and approvals. The Alpine County Community Development staff will also participate in project oversight, as they are the lead agency for major roadway improvements in the County.

Alpine County staff will provide the selected Consultant with the following:

- Short Range Transportation Development Plan: 2008-2013
- Short Range Transportation Development Plan: 2010-2014
- 2015 Coordinated Public Transit – Human Services Transportation Plan

The Alpine County Community Development Department will be responsible for distributing public notices, publishing newspaper ads and circulating the documents.

**DELIVERABLES**

Consultant will provide all submittals for the Stakeholder Committee to review.

1. Two (2) copies of Technical Memorandums to the Stakeholder Committee and one (1) electronic copy.
2. Two (2) Administrative Draft copies or an electronic copy of the Short Range Transit Plan (SRTP) shall be submitted to ACLTC staff.
3. Ten (10) copies of the Draft 2015 SRTP to the ACLTC staff for review by Transportation Commission, County, Caltrans and public and (1) electronic copy.

4. Two (2) Administrative Draft copies or and one (1) electronic copy of the Final SRTP shall be submitted to ACLTC staff.
5. Ten (10) copies of the Final 2015 SRTP including one (1) reproducible hard copy and one (1) electronic copy recognizable by MSWord to ACLTC staff for distribution and circulation by Alpine County Community Development Department.

### **SCHEDULE**

It is anticipated the Executive Secretary/Community Development Director will award the formal contract on January 26, 2010. Following a written notice-to-proceed to be issued by the ACLTC, the Consultant's work shall begin when there is a fully executed agreement with Alpine County, which may be within 14 days of award. Work shall be completed in accordance with the schedule stipulated.

March 19, 2015	RFP Issued
<b><u>April 10, 2015</u></b>	<b>RFP due to ACLTC</b>
April 20, 2015	Consultant selection announced
April 24, 2015	Executive Secretary Awards Contract
May 1, 2015	Work to Begin
December 31, 2015	Work completed

A notice to proceed issued by the ACLTC will specify the work to be completed, a schedule for work completion, the basis for payment, and the limits of compensation. The Consultant shall not begin work nor incur any costs associated with any task identified herein without an explicit written notice to proceed for each specified.

### **COMPENSATION**

The ACLTC will negotiate a contract with the selected Consultant based on the following conditions:

- For all services rendered as described in the Scope of the Work, including all labor, equipment, materials, and expenses, the Consultant shall be compensated on a time and expenses basis by task for work completed.
- Project budget is **not to exceed \$48,000.**

### **SUBMITTAL CONTENT**

#### **Format**

Proposals should be typed and submitted on 8.5-inch x 11-inch page portrait format, softbound, and shall include a cover with the name and address of the Consultant and marked "**Alpine County Short Range Transit Plan Proposal**". Proposals should not exceed twenty-five (25) pages in length, and should not include unnecessary promotional material. Proposals may use both sides of a page, but each side will be counted as a page. All pages shall be sequentially numbered and each section should be separately and clearly tabbed. Divided pages shall not count against the page number limit. Proposals should include a complete table of contents for the entire proposal with respective page numbers opposite each topic that is included. Proposal shall include a cost summary.

### Letter of Transmittal

The Letter of Transmittal shall be addressed to Brian Peters, Executive Secretary, Alpine County Local Transportation Commission, 50 Diamond Valley Road, Markleeville, CA 96120, and must, at a minimum, contain the following:

- Identification of the firm and/or individual that will have the authorization to commit to the contractual terms and conditions detailed herein. Identification shall include legal company name, corporate address, telephone, fax number and e-mail address. Include name, title, address, telephone number and e-mail address of the contact person during the Proposal evaluation phase.
- Identification of proposed subconsultants, including legal company name, contact person's name, address, and phone number. Include a description of the working relationship between primary firm and individual and subconsultants, if applicable.
- Acknowledgment of receipt of all RFP addenda, if any.
- A statement to the effect that the Proposal shall remain valid for a period of not less than 180 days from the date of submittal.
- Signature of a person authorized to bind the firm and/or individual to the terms of the Proposal.
- A statement to the effect that by signing the letter of transmittal, the firm and/or individual is attesting that all information submitted with the Proposal is true and correct.

### Required Information

This section of the Proposal should establish the ability of the firm and/or individual to satisfactorily perform the required work by evidence of experience and demonstrated competence in performing work as described in this RFP.

1. Description of the team organizational structure, including a chart identifying the Project Manager and key personnel, including subconsultants and responsibilities of team members.
2. Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, staffing changes, impending merger or other) that may impede firm and/or individual's ability to provide the requested services.
3. State of California Licenses.
4. Information on Firm:
  - Provide brief description including: Name and main/home office location, year established, legal status, and ownership.
  - For firms with multiple offices, indicate location where work will be performed and briefly summarize years of operation, staffing.
  - Staffing – Provide the following:
    - Project Manager with resume indicating years of experience, relevant recent experience, registration, and list of responsibilities. Include only work experience performed with current firm.
    - Other Key Personnel assigned to the project with resume indicating years of experience, relevant recent experience, registration, and list of responsibilities. Include only work experience performed with current firm.
5. Qualifications and experience in providing RTP services for similar public agencies.

Provide a minimum of three (3) project examples completed since 2010, with the names, addresses, phone numbers and email addresses of contact persons.

6. Approach / Methodology: Describe your understanding of the project, significant issues to be addressed and your *specific* approach to the preparation of the RTP.
7. Unique Qualifications: Briefly summarize your firm's unique qualifications for this project.
8. Statement indicating the firm and/or individual satisfies the minimum qualifications as described in this RFP.
9. Compensation for the work as described in the Scope of Services.
10. The Firm and/or individual shall indicate and acknowledge the ability to satisfy all the terms as described in the attached Alpine County Model Professional Services Agreement.

#### RFP Preparation Expenses

The County shall not, in any event, be liable for any expenses incurred by any firm or individual in the preparation of its Proposal. Firm or individual shall not include any such expenses as part of its Proposal. Proposal preparation expenses include the following:

1. Preparing its Proposal in response to this RFP.
2. Submitting that Proposal to the County.
3. Negotiating with the County any matter related to this RFP.
4. Any other expenses incurred by a firm or individual prior to the date an agreement is executed.

#### SELECTION PROCESS

A selection committee from the Owner will review the Proposals to determine which respondent is best qualified to perform the work. Depending upon the number and qualifications of respondents, the Owner may select directly from the Proposals, or may develop a short list of firms for interviews and final selection. The decision as to the process, timing, and selection will be based entirely on the judgment of the Owner selection committee. The following criteria may be utilized in the selection process:

1. Understanding of the scope of work to be done.
2. Experience with similar kinds of work.
3. Qualifications of staff for work to be done.
4. Present workload and staff availability of firm, ability to meet project schedule.
5. Familiarity with County transportation issues.
6. Familiarity with Caltrans regulations for Regional Transportation Plans.
7. Familiarity with County, State and Federal environmental regulations.
8. Financial responsibility (Years in business, number of projects completed, annual volume of work in dollars, etc.).

#### NONDISCRIMINATION

The consultant or its sub consultants shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Failure by the consultant to carry out these requirements is a material breach of contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

## **SUBMITTAL REQUIREMENTS**

Please submit **four (4) hard copies and one (1) electronic copy** (in Microsoft Word or Adobe PDF format) of your proposals by **4:00 p.m. local time, April 10, 2015**

The Submittals shall be addressed to:

Brian Peters, Executive Secretary  
Alpine County Local Transportation Commission  
50 Diamond Valley Road  
Markleeville, CA 96120

The electronic copy shall be emailed to Brian Peters, [bpeters@alpinecountyca.gov](mailto:bpeters@alpinecountyca.gov)

Please direct inquiries regarding this RFP to Scott Maas, Transportation Program Manager, at 530.260.0991 or at [smaas@citlink.net](mailto:smaas@citlink.net).

In the event your firm/team desires additional information, the Owner will endeavor to provide such information as expeditiously as possible; however, the Owner will not be responsible for any delay resulting in respondent's inability to meet the deadline for submission of the Proposal.

## **COUNTY RIGHTS**

The County may investigate the qualifications of any firm or individual under consideration, require confirmation of information furnished by a firm or individual, and require additional evidence of qualifications to perform the Scope of Work described in this RFP. The County reserves all rights described below:

1. Accept or reject any and all Proposals, or any item or part thereof, or to waive any informalities or irregularities in Proposals;
2. Issue new or subsequent RFPs;
3. For any reasons, withdraw or cancel this RFP, or any part thereof at any time without prior notice and the County makes no representations that any contract will be awarded to any firm or individual responding to this RFP;
4. Require confirmation of information furnished by firm or individual or for the firm or individual to provide additional evidence of qualifications to perform the work or to obtain information from any source that has the potential to improve the understanding and evaluation of the proposals;
5. All Proposals shall become the property of Alpine County and shall not be returned;
6. All Proposals submitted may become public records under the laws of the State of California and the public may be given access thereto after the formal process has been completed. Submitted proposals are not to be copyrighted;
7. Postpone proposals openings for its own convenience;
8. Remedy or overlook technical errors in the RFP process;
9. Appoint an Evaluation Committee to review Proposals;
10. Seek the assistance of outside technical experts in proposal evaluation;
11. Approve or disapprove the use of particular subconsultants;
12. Establish a short list of firms or individuals eligible for interview after review of written proposals;



13. Negotiate with any, all or none of the firms or individuals responding to the RFP;
14. Solicit best and final offers from all or some of the firms or individuals;
15. Award the contract as a whole, by category, or by any combination that best meets the need of the County.

#### **AWARD OF CONTRACT**

Upon selection of a successful proponent(s), a County standard form Professional Services Agreement will be provided, a copy of which is presented in Exhibit A for proponents' review. Proponents shall examine the contract and identify any request for modification from these standard terms as part of the proposal.

#### **INDEPENDENT CONTRACTOR**

The successful proponent(s) will work in the capacity of an independent contractor for all purposes under this contract, if awarded, and shall not be entitled to any or all rights, privileges, benefits and remuneration of either an officer or employee of Alpine County, unemployment insurance, retirement, paid holidays, vacation and sick leave, medical insurance plans, any other job benefits. Contractor will be responsible for payment of state and federal taxes resultant from contractual earnings.

The contractor will work under the direction of the County Executive Secretary/Community Development Director or his designee.

**EXHIBIT A**

**ALPINE COUNTY**

**MODEL PROFESSIONAL SERVICES AGREEMENT**

**[[[ MODEL - REMOVE THIS TITLE WHEN USED ]]]**

**COUNTY OF ALPINE  
PROFESSIONAL SERVICES AGREEMENT  
FOR  
[GENERAL MODEL - INSERT TYPE OF SERVICE]**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between the County of Alpine, a political subdivision of the state of California (“County”), and [INSERT NAME OF COMPANY], a [INSERT TYPE OF BUSINESS; CORPORATION; LIMITED LIABILITY COMPANY; ETC.] (“Consultant”).

**Recitals**

A. Consultant desires to perform and assume responsibility for the provision of professional [INSERT TYPE OF SERVICE] consultant services required by the County on the terms and conditions set forth in this Agreement.

B. Consultant has presented a proposal for such services to the County, dated \_\_\_\_\_, 20 \_\_, (attached hereto and incorporated herein as Exhibit “A”) and is duly licensed, qualified and experienced to perform those services.

C. Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research.

D. County desires to engage Consultant to render such services as set forth in this Agreement, only to the extent that adequate funding for such services is available.

**AGREEMENT**

**1. SCOPE OF SERVICES.**

1.1 General Scope of Services. Consultant promises and agrees to furnish to the County all labor, materials, tools, equipment, services and incidental and customary work necessary to fully and adequately supply the necessary professional [INSERT TYPE OF SERVICE] consultant services (“Services”). The Services are more particularly described in Exhibit “A.”

**2. SCHEDULE OF SERVICES.**

2.1 Schedule of Services. The Services of Consultant are to commence upon execution of this Agreement by the County and shall be undertaken and completed in a prompt and timely manner, pursuant to the schedule outlined in the Scope of Work, more particularly described in Exhibit “A.”

2.2 Extension of Time. Consultant may, for good cause, request extensions of time to perform the Services required hereunder. Such extensions shall be authorized in advance by the County in writing and shall be incorporated in written amendments to this Agreement.

### **3. FEES AND PAYMENTS.**

3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A." The total compensation shall not exceed [INSERT WRITTEN DOLLAR AMOUNT] DOLLARS (\$[INSERT NUMBER]) without County's prior written approval.

3.2 Payment of Compensation. Consultant shall submit to County a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date or since the start of the subsequent billing periods, as appropriate, through the date of the statement. County shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

### **4. CHANGES.**

4.1 The Parties may, from time to time, request changes in the scope of the Services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation and/or changes in the schedule must be authorized in advance by the County in writing. Mutually agreed changes shall be incorporated in written amendments to the Agreement.

### **5. RESPONSIBILITIES OF CONSULTANT.**

5.1 Independent Contractor; Control and Payment of Subordinates. Consultant enters into this Agreement as an independent contractor and not as an employee of the County. Consultant shall have no power or authority by this Agreement to bind the County in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the County. The County shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors or any other person resulting from performance of this Agreement.

5.2 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of County.

5.3 Project Manager. The Consultant shall designate a project manager who at all times shall represent the Consultant before the County on all matters relating to this Agreement. The project manager shall continue in such capacity unless and until he or she is removed at the request of the County, is no longer employed by Consultant or replaced with the written approval of the County which shall not be unreasonably withheld.

5.4 Coordination of Services. Consultant agrees to work closely with County staff in the performance of Services and shall be available to County staff, consultants and other staff at all reasonable times. County agrees to work closely with Consultant's staff in the performance of Services and shall be available to Consultant's staff at all reasonable times.

5.5 Warranty. Consultant agrees and represents that it is qualified to properly provide the Services set forth in Exhibit "A" in a manner which is consistent with the generally accepted

standards of Consultant's profession. Consultant further represents and agrees that it will perform said Services in a legally adequate manner in conformance with applicable federal, state and local laws and guidelines.

5.6 Interest in Contract. Consultant covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder.

Consultant shall make all disclosures required by the County's conflict of interest code in accordance with the category designated by the County, unless the County Administrator or Board of Supervisors determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the County Code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the County conflict of interest code if, at any time after the execution of this Agreement, County determines and notifies Consultant in writing that Consultant's duties under this Agreement warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the County.

## 6. INSURANCE.

6.1 Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to the County that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the County that the subconsultant has secured all insurance required under this Section.

6.2 Types of Required Coverages. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance:

6.2.1 Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$1,000,000 per occurrence. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another.

6.2.2 Automobile Liability: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of \$1,000,000 each accident.

*\*\*\*NOTE: Consultant and employees of Consultant may not be able to purchase a business automobile policy and consideration may be given to accepting a personal automobile policy with minimum limits of \$1,000,000 each accident. ALWAYS DELETE THIS SECTION.\*\*\*]*

6.2.3 Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

*\*\*\*NOTE: This requirement may be deleted if the Consultant has no employees. ALWAYS DELETE THIS SECTION.\*\*\**

6.2.4 Professional Liability: Professional Liability insurance for errors and omissions with minimum limits of \$1,000,000. Covered Professional Services shall specifically include all work to be performed under the Agreement.

*\*\*\*NOTE: Limits of insurance shall be based on exposure and limits from \$3,000,000 to \$15,000,000 may be required. Factors increasing exposure include size of contract, dependence of County on expertise of Consultant, little or no control exercised by County, large financial impact of project and possible resulting harm to third parties. ALWAYS DELETE THIS SECTION.\*\*\**

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

*\*\*\*NOTE: Include the following Section 6.2.5 only if there is a pollution liability exposure. If not, deleted Section 6.2.5 in its entirety and proceed to Section 6.3.\*\*\**

6.2.5 Contractors Pollution Liability: Contractors Pollution Liability Insurance covering all of the contractor's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with minimum limits of \$5 million per loss and \$10 million total all losses. Non-owned disposal site coverage shall be provided if handling, storing or generating hazardous materials or any material/substance otherwise regulated under environmental laws/regulations.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

*\*\*\*NOTE: This coverage may be provided, as set forth above, under a Contractors Pollution Legal Liability Policy or a Professional Liability Policy. If so, then add the following sentence here. ALWAYS DELETE THIS SECTION.\*\*\**If the Professional Liability limits are included with the Contractors Pollution Liability limits on a combined form, the combined limit must be at least equal to the sum of the limits required on both policies.

## 6.3 Endorsements.

6.3.1 The policy or policies of insurance required by Sections 6.2.1 Commercial General Liability and 6.2.2 Automobile Liability and 6.2.5 Contractor's Pollution Liability *\*\*\*KEEP THIS REFERENCE TO "and (e) Contractor's Pollution Liability" only if it is*

*required; otherwise always delete the requirement from this sentence.\*\*\*]* shall be endorsed to provide the following:

6.3.1.1 Additional Insured: The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to “ongoing operations”; (2) exclude “contractual liability”; (3) restrict coverage to “sole” liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

6.3.1.2 Primary Insurance and Non-Contributing Insurance: This insurance shall be primary and any other insurance, deductible or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.

6.3.1.3 Severability: In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.

6.3.1.4 Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the County except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.3.1.5 Duties: Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the indemnified parties.

6.3.1.6 Applicability: That the coverage provided therein shall apply to the obligations assumed by the Consultant under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

6.3.2 The policy or policies of insurance required by Section 6.2.3 Workers’ Compensation shall be endorsed, as follows:

6.3.2.1 Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

6.3.2.2 Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the County except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.3.3 The policy or policies of insurance required by Section 6.2.4 Professional Liability shall be endorsed, as follows:

6.3.3.1 Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written

notice of cancellation has been served upon the County except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.4 Deductible. Any deductible or self-insured retention must be approved in writing by the County and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

6.5 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies or original certificates and endorsements on forms approved by the County. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the County. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the County evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

6.6 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time if the required insurance coverage is not in effect and evidence of insurance has not been furnished to the County. The County shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

6.7 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

6.8 Insurance for Subconsultants. All subconsultants shall be included as additional insureds under the Consultant's policies or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding the County as an Additional Insured to the subconsultant's policies.

## **7. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.**

7.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for County to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data").



Consultant shall require all subconsultants to agree in writing that County is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the County.

County shall not be limited in any way in its use or modification of the Documents and Data at any time, provided that any such use or modification not within the purposes intended by this Agreement shall be at County's sole risk.

7.2 Confidentiality. All Documents & Data are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the County, except by court order.

## **8. ACCOUNTING RECORDS.**

8.1 Maintenance and Inspection. Consultant shall maintain and make available for inspection by the County and its auditor's accurate records of all its costs, disbursements and receipts with respect to any work under this Agreement. Such inspections may be made during regular office hours at any time until one (1) year after the final payments under this Agreement are made to the Consultant.

## **9. SUBCONTRACTING.**

9.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of County. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

## **10. TERMINATION OF AGREEMENT.**

10.1 Grounds for Termination. County may, by written notice to Consultant, terminate all or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to County, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

10.2 Effect of Termination. If this Agreement is terminated as provided herein, County may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

10.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, County may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

## 11. GENERAL PROVISIONS.

11.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address or at such other address as the respective parties may provide in writing for this purpose:

County:

County of Alpine  
99 Water Street  
Markleeville, California 96120  
Attn: County Clerk

Consultant:

[INSERT NAME, ADDRESS & CONTACT PERSON]

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11.2 Indemnification. Consultant shall defend, indemnify and hold the County, its elected officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Consultant, its officials, officers, employees, agents, subcontractors and subconsultants arising out of or in connection with the performance of the Services or this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses except such loss or damage which was caused by the active negligence, sole negligence or willful misconduct of the County.

Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the County, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against County or its elected officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse County and its elected officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the County, its elected officials, officers, employees, agents or volunteers.

11.3 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules, regulations and ordinances in any manner affecting the performance of the Services, including without limitation County business license

requirements and all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the County, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold County, its elected officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

11.4 Prohibited Interests. Consultant covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of the Services hereunder.

11.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are subject to the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws.

11.6 Equal Opportunity Employment. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person’s race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation.

11.7 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker’s Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

11.8 Attorneys’ Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to reasonable attorneys’ fees and all other costs of such action.

11.9 Assignment or Transfer. Consultant shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the County, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due Consultant from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the County.

11.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

11.11 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

11.12 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

11.13 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the Services specified herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing.

11.14 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Alpine County.

11.15 Time of Essence. Time is of the essence for each and every provision of this Agreement.

11.16 Interpretation. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

11.17 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

11.18 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party.

11.19 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

11.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALPINE

[INSERT NAME OF CONSULTANT]

By: \_\_\_\_\_ By: \_\_\_\_\_  
[\*\*\*INSERT NAME\*\*\*] [Name]  
County Administrator or Board Chairperson [Title]

Attest: \_\_\_\_\_ Attest: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_  
[\*\*\*INSERT NAME\*\*\*] [Name]  
County Clerk [Title]

Approved as to Form:

By: \_\_\_\_\_  
David Prentice  
County Counsel

EXHIBIT "A"  
CONSULTANT PROPOSAL

[ATTACH CONSULTANT PROPOSAL]